

ARNOLD HEIGHTS PARK DEVELOPMENT AGREEMENT

This Arnold Heights Park Development Agreement ("Agreement") is made this ____ day of _____, 2002, by and between the City of Lincoln, a municipal corporation acting through its Parks and Recreation Department ("Parks"), the Housing Authority of the City of Lincoln, a body politic and corporate ("LHA").

RECITALS

- A. LHA owns two lots in the Arnold Heights neighborhood upon which duplexes are constructed and such lots contain sufficient open space to enable LHA to replat such lots to create an outlot to provide a location for a public neighborhood park in the Arnold Heights neighborhood. The two lots owned by LHA are currently legally described as:

Lot One (1), Block Sixteen (16), Arnold Heights Replat, and
Lot Thirty-Five (35), Block Sixteen (16), Arnold Heights
Replat, Lincoln, Lancaster County, Nebraska (the "LHA
Property").

- B. The LHA Property shall be subdivided to create Lots One (1) and Two (2), and Outlot A, Arnold Heights 4th Addition, Lincoln, Lancaster County, Nebraska, as shown on Exhibit "A". Outlot A will serve as the location for the joint development with Parks of a neighborhood park for the use and benefit of the public generally and in particular for the Arnold Heights Neighborhood.
- C. LHA and Parks desire to develop the neighborhood park in accordance with the plans and specifications (the "Approved Plans") reviewed and approved by all the parties, and provide for its ownership, construction, maintenance, and operation.

NOW THEREFORE, in consideration of the mutual promises described herein and other valuable consideration, LHA and Parks agree as follows:

1. **Park.** LHA and the City hereby agree to jointly develop a neighborhood park in the Arnold Heights neighborhood on Outlot A ("Park"). The name of the Park shall be selected by the Arnold Heights Neighborhood. The City Parks and Recreation Advisory Board and LHA retain the right to approve the name of the Park, which approvals shall not be unreasonably withheld.

2. **Plat.** As a part of its contribution to the Project Budget described below, LHA shall replat the LHA Property to create Outlot A and to provide separate legal descriptions for the two (2) lots improved with duplexes. The plat dedication shall grant to the public generally and to the residents of the Arnold Heights Neighborhood in particular the right of access to and the use of the park facilities on Outlot A for so long as Parks desires to use Outlot A as a public neighborhood park. The two existing duplex sites shall be reduced in size but shall still comply with the Lincoln Municipal Code for minimum lot size. Outlot A shall serve as the site upon which the park shall be

developed by the parties. LHA shall retain ownership of Outlot A, pursuant to the terms of this Agreement and the Covenant described in paragraph 7 below. LHA shall replat its properties pursuant to the administrative final plat process, and such administrative final plat shall provide for the relocation of existing utility easements and the dedication of a new utility easement for the location of a waterline to serve a drinking fountain.

3. **Construction.** Upon completion of the administrative final plat creating the Park Land, LHA shall be responsible for relocating the existing utilities to the perimeter of Outlot A. Upon completion of the utility relocation, Parks shall commence construction of the Park. Such construction shall include the grading, installation of concrete curbing, slabs, safety tile, and the park equipment, all as described in the Arnold Heights Proposed Neighborhood Park Budget and as shown on the Site Plan for the Park prepared by Parks, both attached as Exhibits "B" and "C" and incorporated by this reference. The construction of the Park shall be in compliance with the Approved Plans and no modifications or future improvements shall be made without the approval of LHA.

4. **Project Budget.** The budget for the development of the Park ("Project Budget"), attached as Exhibit "B", provides a listing of the hard and soft costs associated with the construction of the Park. LHA shall contribute one-half (1/2) of the Project Budget not to exceed the sum of Thirty-Four Thousand and No/100 Dollars (\$34,000.00) ("LHA Maximum"). LHA shall receive credit against the LHA maximum for all cost and expense incurred by LHA for the development of the Park, including but not limited to a survey of the LHA Property, replatting, C.U.P. amendment fees, utility relocation costs, and CUP Amendment related expenses. Parks shall invoice LHA for its share of the development cost of the Park, not to exceed the LHA Maximum.

5. **Maintenance.** The Park shall be maintained and operated as follows:

- a. LHA shall provide grass-mowing, landscape maintenance, and snow-removal from the sidewalks providing access to the Park, subject to the terms of paragraph 7 and the Covenants described therein.
- b. Parks shall maintain and repair and replace the playground equipment and water fountain in good operating condition and shall pay all water charges applicable to the water fountain to be constructed adjacent to the Park. Parks shall also be responsible for trash removal from the Park.

6. **Insurance.** Parks shall obtain and maintain liability insurance for the Park, naming itself and the LHA as insureds. Parks shall be entitled to maintain such liability coverage pursuant to blanket insurance coverages applicable and covered by the City of Lincoln. Such insurance shall be in amounts prudently carried by an owner of a recreational facility such as the Park, but in any event shall provide the Parks and LHA with liability coverage in an amount not less than Two Million and No/100 Dollars (\$2,000,000.00) of combined single-limit coverage.

7. **Covenant.** LHA shall execute and record the Covenants and Conditions attached as Exhibit "D". Such covenants shall obligate LHA to provide the maintenance described in paragraph 5a to the Park until such time as at least seventy-five percent (75%) of the total housing units in the Arnold Heights area have been sold by LHA to private ownership. In such event and upon the agreement of a property-owners association or the City of Lincoln to assume ownership of the Park Land, such maintenance obligations shall be transferred to such association or the City of Lincoln

8. **Entire Agreement.** This Agreement contains the entire agreement between Parks and LHA. This Agreement may be amended through written instrument executed by all of the parties or terminated pursuant to paragraph 3 of the Covenants and Conditions described in paragraph 7 above. This Agreement shall be construed and in accordance with the laws of the State of Nebraska.

"PARKS"

Attestation:

CITY OF LINCOLN


By:

Mayor Don Wesely

"LHA"

THE HOUSING AUTHORITY OF THE CITY
OF LINCOLN, a body politic and corporate

By:



Larry G. Potratz, Executive Director

ARNOLD HEIGHTS 4TH ADDITION ADMINISTRATIVE FINAL PLAT

DEDICATION

Subdivision to be known as
11 and 33, Block 16, Arnold
er of Section T, Township 10
County, Nebraska and more

NCE in a Northerly direction, along
with 00 degrees 00 minutes 55
east corner of said Lot 1

West, along the North line of said

1443.00 feet and an arc length
4 degrees 15 minutes 09 seconds
inner of said Lot 33
East, along the West line of said

of 1342.00 feet and an arc
with 11 degrees 31 minutes 22
inner corner of said Lot 33
East, along the South line of said
corner of said Lot 33

East, along the West line of said
inner of said Lot 1

East, along the South line of said
beginning.

, and restrictions of record.

ve been placed at all lot
erline points of tangency, and at
advison Ordinance, Title 26 of

therwise, and are in feet or

W. J. Jironda
Lincoln, L.S. 333



the LMC, hereby

-7.2
Date

The foregoing plat known as "ARNOLD HEIGHTS 4TH ADDITION", and as described in the Surveyor's Certificate is made with the free consent and in accordance with the desires of the undersigned, sole owners, and the easements shown thereon are hereby granted in perpetuity to the City of Lincoln, Nebraska, a municipal corporation, Aikai, Time Warner Entertainment - Advance/Newhouse, Peoples Natural Gas, Lincoln Electric System, their successors and assigns, to allow entry for the purposes of construction, reconstruction, replacement, repair, operation and maintenance of wires, cables, conduits, fixtures, poles, towers, pipes and equipment for the distribution of electricity and gas; telephone and cable television; wastewater collectors; storm drains; water mains and all appurtenances thereto, over, upon or under the easements as shown on the foregoing plat.

The construction or location of any building or structure, excluding fences, over, upon or under an easement shown thereon shall be prohibited.

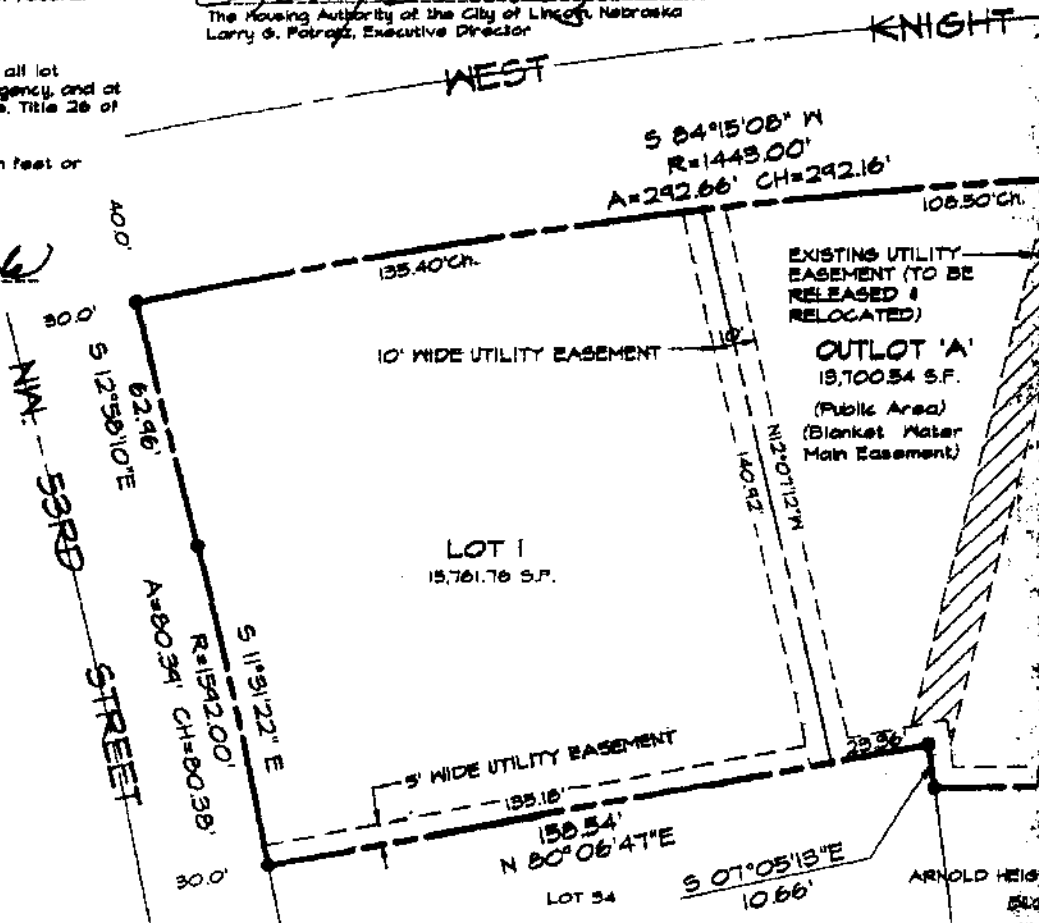
The construction or location of any fence or other improvement which obstructs drainage shall be prohibited over, upon, or under any storm drain easement or drainage easement shown thereon.

The City of Lincoln, Nebraska, its successors or assigns are hereby held harmless for the cost of replacement or damage to any improvement or vegetation over, upon or under any easement shown thereon.

In addition, the sole owner further grants and dedicates the right of access to and the use of the park facilities located on Outlot 'A' to the public generally and to the residents of Arnold Heights in particular for so long as the Parks & Recreation Department of the City of Lincoln desires to use Outlot 'A' as a public neighborhood park.

WITNESS OUR HANDS THIS 12th day of February, 2002

Larry S. Patrazz
The Housing Authority of the City of Lincoln, Nebraska
Larry S. Patrazz, Executive Director



RIGHTS ON PLAT

Don Joltz

REGISTER OF DEEDS

2002 MAR 12 A 11: 09

LANCASTER COUNTY, NE

#2250

INST NO 2002

016571

#3686

BOOK
NO
CODE
ARCHIVE
CHECKED
ENTERED
INDEXED

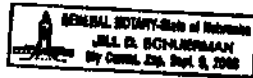
ACKNOWLEDGMENT

STATE OF NEBRASKA)
LANCASTER COUNTY) SS

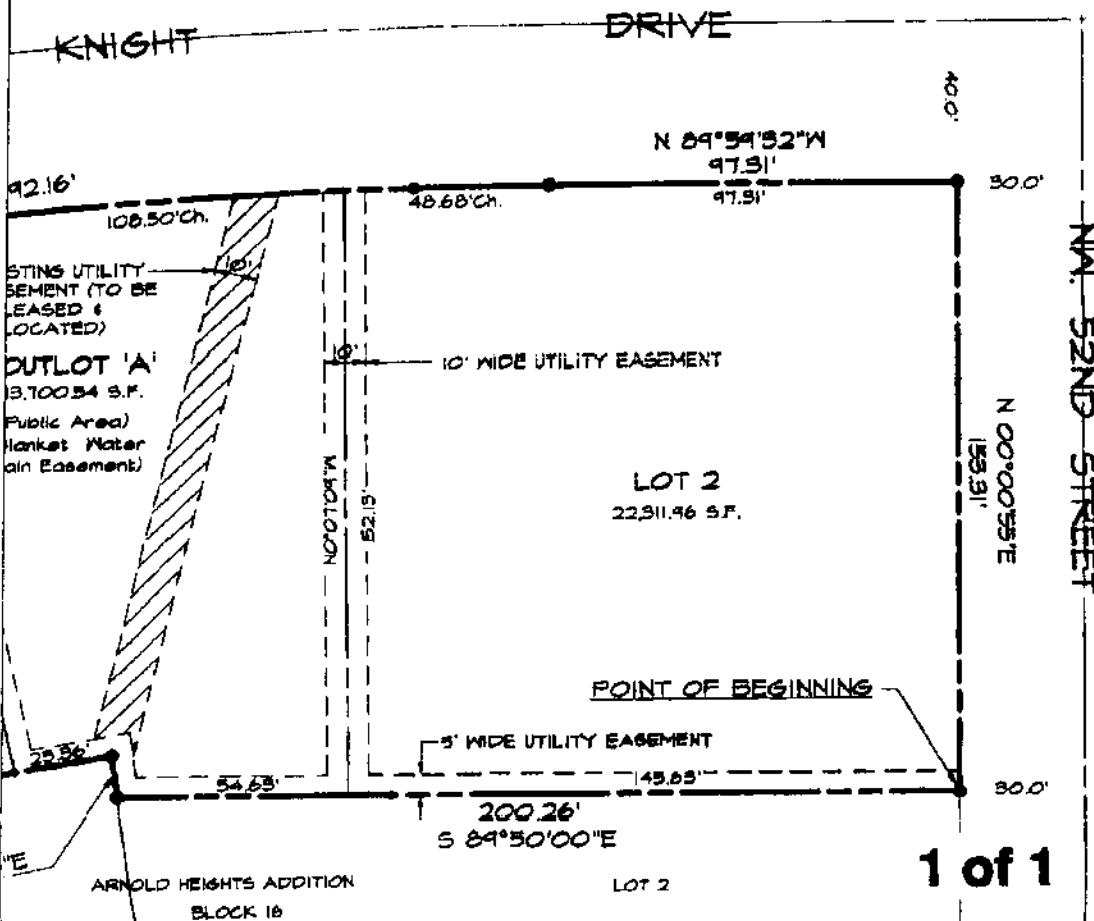
On this day 11th day of February, 2002, before me, the undersigned, a notary public, duly commissioned, qualified for and residing in said county, personally came Larry B. Patratz, Executive Director, The Housing Authority of the City of Lincoln, Nebraska, to me personally known to be the identical person whose name is affixed to the dedication of the foregoing plat and he acknowledged the same to be his voluntary act and deed and the voluntary act and deed of said company.

Jill D. Schuerman
NOTARY PUBLIC

My commission expires the 9th day of September, 2003



SCALE: 1" = 30'



Proposed Arnold Heights Neighborhood Tot Lot
Actual/Estimated Project Costs
May 23, 2002

Lot Survey	\$	900.00
CUP/Other Misc. Expenses	\$	2,782.91
LES Power Line Relocation	\$	7,936.00
Alltel Power Line Relocation	\$	0
Cable Television Power Line Relocation	\$	0
Relocation of Underground Electrical Service to 3827-53 N.W. 52 nd	\$	0
Restoration of Trenched Areas	\$	0
Grading	\$	0
Playground Equipment & Installation (\$18,245.00 already spent; will be billed to Dept. of Urban Development)	\$	32,000.00
Sidewalks/Seating Area	\$	5,100.00
Drinking Foundation & Installation	\$	9,000.00
Landscaping (14 trees & grass seeding)	\$	3,400.00
Street Trees - Knight Drive	\$	0
<hr/>		
TOTAL	\$	61,118.91
LHA Contingency	\$	3,440.55

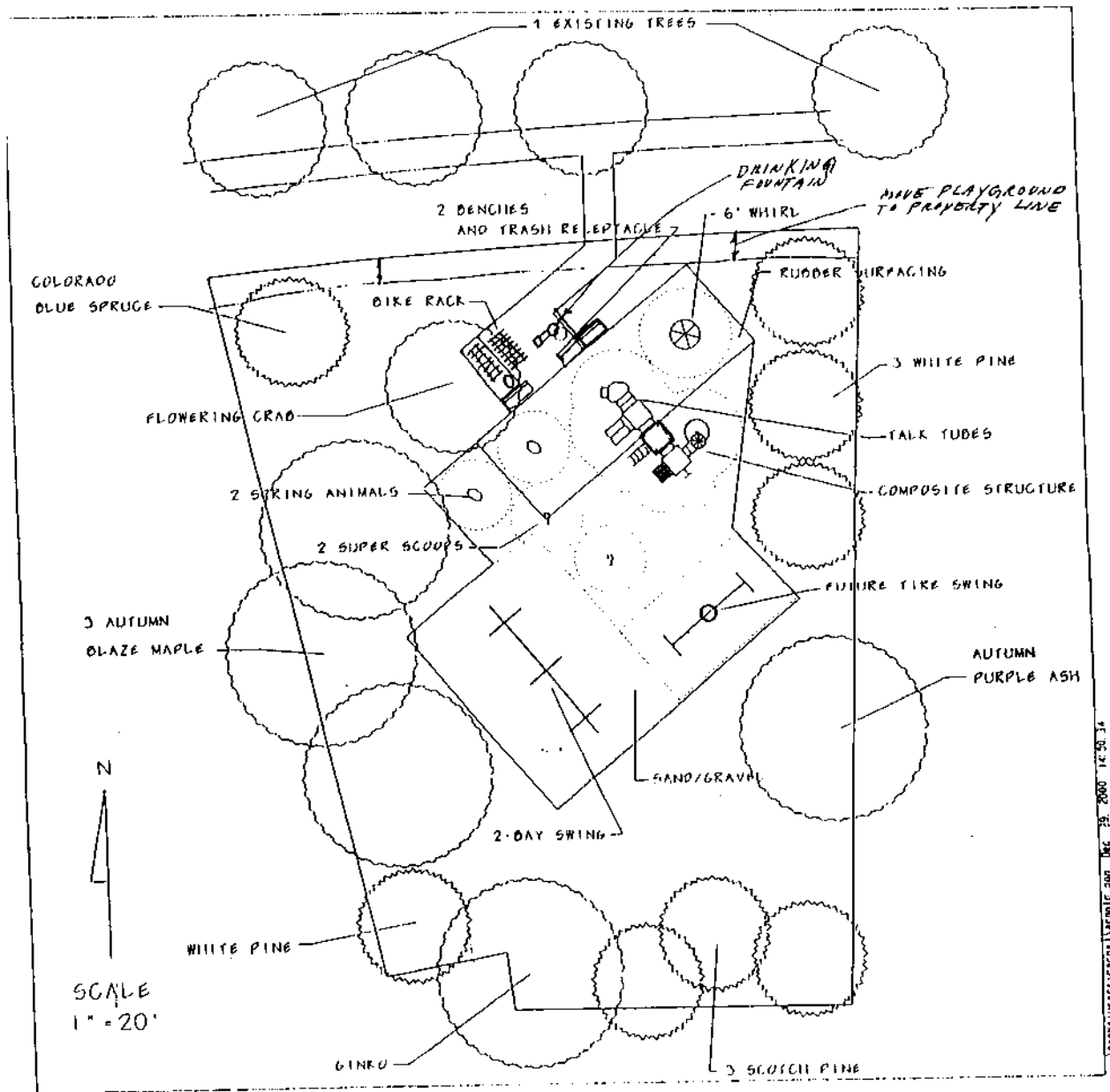


EXHIBIT "C"

DECLARATION OF COVENANTS AND CONDITIONS

This Declaration of Covenants and Conditions ("Covenants") is made this ____ day of _____, 2002, by and between The Housing Authority of the City of Lincoln, a body politic and corporate ("LHA"), and the City of Lincoln, Nebraska, a municipal corporation (the "City").

RECITALS

- A. LHA owns Outlot A, Arnold Heights 4th Addition, Lincoln, Lancaster County, Nebraska, upon which the City and LHA have developed a neighborhood park to serve the Arnold Heights neighborhood ("Park").
- B. The City and LHA desire to provide for the ongoing operation, maintenance, and repair of the Park pursuant to these Covenants.

NOW THEREFORE, in consideration of the mutual promises described herein and other valuable consideration, LHA and the City agree as follows:

1. **Park Maintenance.** The Park located on Outlot A, Arnold Heights Replat 5, Lincoln, Lancaster County, Nebraska, shall be maintained and operated as follows:

- a. LHA shall provide grass-mowing, landscape maintenance, and snow removal from the sidewalks providing access to the Park.
- b. The City shall maintain, repair, and replace the playground equipment and drinking fountain in good operating condition and shall pay all water charges applicable to the water fountain to be constructed in the Park.
- c. In the event that any other item or amenity of the Park is in need of replacement, LHA and the City shall cause such item to be replaced pursuant to the mutual agreement of the City and LHA.

2. **Association.** Outlot A, Arnold Heights 4th Addition, Lincoln, Lancaster County, Nebraska, shall be maintained in accordance with paragraph 1 by LHA and the City until such time as at least seventy-five percent (75%) of all the housing units within the Arnold Heights plat owned by LHA shall have been sold into private ownership. At such time, either an association of owners of the housing units within the plat shall be formed to acquire ownership and assume the responsibility of LHA for maintenance of the Park as a public area or the City shall assume the responsibility for the care and maintenance of the Park. Upon assumption of the LHA maintenance responsibilities by a property owners association or the City, LHA shall be released from this covenant.

3. **Discontinuation.** In the event that the City determines that it must discontinue the operation of the Park on Outlot A, Arnold Heights 4th Addition, Lincoln, Lancaster County, Nebraska, the City shall remove all of the playground and associated equipment. In such event, the City and LHA shall sign a termination of covenants to be recorded against Outlot A, releasing both LHA and the City from the maintenance operations described herein. At such point, LHA shall be permitted to replat Outlot A in accordance with the municipal requirements of the City of Lincoln.

4. **Amendment.** These Covenants may be amended in writing signed by both the City and LHA filed of record against Outlot A, Arnold Heights 4th Addition, Lincoln, Lancaster County, Nebraska.

"CITY"

Attest:

CITY OF LINCOLN, NEBRASKA,
a municipal corporation

By:

Mayor

"LHA"

THE HOUSING AUTHORITY OF THE
CITY OF LINCOLN, a body corporate
and politic

By:

Larry G. Potratz
Larry G. Potratz, Executive Director

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2002 by Don Wesely, Mayor of the City of Lincoln, Nebraska, a municipal corporation, on behalf of the corporation.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 5th day of September, 2002 by Larry G. Potratz, Executive Director of The Housing Authority of the City of Lincoln, a body politic and corporate, on behalf of the Authority.



Marilyn F. Crawford
Notary Public